

File ACT/037/001
JWS

LAW OFFICES OF
PARSONS, BEHLE & LATIMER
A PROFESSIONAL CORPORATION

KEITH E. TAYLOR
JAMES B. LEE
JOHN A. DAHLSTROM
GORDON L. ROBERTS
F. ROBERT REEDER
WILLIAM L. CRAWFORD
CONSTANCE K. LUNDBERG
KREGE B. CHRISTENSEN
LAWRENCE E. STEVENS
DANIEL M. ALLRED
HOWARD J. MARSH
ERIE V. BOORMAN
DAVID S. DOLOWITZ
CHARLES H. COWLEY
KENT W. WINTERHOLLER
RONALD E. MADSEN
ROBERT C. WOODCOCK

C. C. PARSONS
1907-1968

79 SOUTH STATE STREET
POST OFFICE BOX 11898
SALT LAKE CITY, UTAH 84147
TELEPHONE (801) 532-1234
TELECOPIER (801) 521-9868

FORMERLY
DICKSON, ELLIS, PARSONS & McCREA
1882-1959

OF COUNSEL
CALVIN A. BEHLE
GEORGE W. LATIMER
WAYNE OWENS

KATHLENE W. LOWE
BARBARA K. POLICH
RANDY L. DRYER
CHARLES H. THRONSON
DAVID R. BIRD
RAYMOND J. ETCHEVERRY
JAMES M. ELEGANTE
DAVID P. HIRSCHI
VAL R. ANTCHAK
PATRICK J. GARVER
SPENCER E. AUSTIN
STEPHEN J. HULL
JOHN B. WILSON
ROBERT C. HYDE
JON V. HARPER
DAVID A. ANDERSON

October 6, 1980

RECEIVED

OCT 7 1980

DIVISION OF
OIL, GAS & MINING

James W. Smith, Jr.
Coordinator of Mined Land Development
Division of Oil, Gas & Mining
1588 West North Temple
Salt Lake City, Utah 84116

RE: Rio Algom Lisbon Mine ACT/037/001

Dear Mr. Smith:

Enclosed are the fully-executed original Mined Land Reclamation Agreement and the Escrow Agreement between Rio Algom Corporation, the Board of Oil, Gas & Mining and First Security Bank. If you have any questions, or desire any further action on the part of Rio Algom Corporation, please feel free to call.

Sincerely,

David R. Bird

David R. Bird
of and for
PARSONS, BEHLE & LATIMER
Attorneys for Rio Algom Corporation

DRB/rla

Enclosures

cc: Stan Davis
Rio Algom Corporation



First Security Bank of Utah

NATIONAL ASSOCIATION
MEMBER FIRST SECURITY CORPORATION SYSTEM OF BANKS

TRUST DIVISION
POST OFFICE BOX 30007, 79 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84125

CERTIFICATE OF ASSISTANT SECRETARY

I, Robert A. Hatch, Vice President and Trust Officer, and a duly elected and qualified Assistant Secretary of the Board of Directors of First Security Bank of Utah, National Association (the "Association"), hereby certify as follows:

1. The Association is a National Banking Association duly organized, validly existing and in good standing under the laws of the United States. With respect thereto the following is noted:

A. Pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., the Comptroller of the Currency charters and exercises regulatory and supervisory authority over all National Banking Associations;

B. On December 9, 1881, the First National Bank of Ogden, Ogden, Utah, was chartered as a National Banking Association under the laws of the United States and under Charter No. 2597;

C. On October 2, 1922, in connection with a consolidation of The First National Bank of Ogden, Ogden, Utah, and The Utah National Bank of Ogden, Ogden, Utah, the title was changed to "The First & Utah National Bank of Ogden"; on January 18, 1923, The First & Utah National Bank of Ogden changed its title to "First Utah National Bank of Ogden"; on January 19, 1926, the title was changed to "First National Bank of Ogden"; on February 24, 1934, the title was changed to "First Security Bank of Utah, National Association"; and

D. First Security Bank of Utah, National Association, Ogden, Utah, continues to hold a valid certificate to do business as a National Banking Association.

2. The Association's Articles of Association, as amended, are in full force and effect, and a true and correct copy is attached hereto as Exhibit A and incorporated herein by reference. Said

Articles were last amended October 20, 1975, as required by law on notice at a duly called special meeting of the shareholders of the Association.

3. The Association's By-Laws, as amended, are in full force and effect; and a true and correct copy is attached hereto as Exhibit B and incorporated herein by reference. Said By-Laws, still in full force and effect, were adopted September 17, 1942, by resolution, after proper notice of consideration and adoption of By-Laws was given to each and every shareholder, at a regularly called meeting of the Board of Directors with a quorum present.

4. Pursuant to the authority vested in it by an Act of Congress approved December 23, 1913 and known as the Federal Reserve Act, as amended, the Federal Reserve Board (now the Board of Governors of the Federal Reserve System) has granted to the bank now known as "First Security Bank of Utah, National Association" of Ogden, Utah, the right to act, when not in contravention of State or local law, as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver, committee of estates of lunatics, or in any other fiduciary capacity in which State banks, trust companies or other corporations which come into competition with National Banks are permitted to act under the laws of the State of Utah; and under the provisions of applicable law, the authority so granted remains in full force and effect.

5. Pursuant to authority vested by Act of Congress (12 U.S.C. 92a and 12 U.S.C. 481, as amended) the Comptroller of the Currency has issued Regulation 9, as amended, dealing, in part, with the Fiduciary Powers of National Banks, said regulation providing in sub-paragraph 9.7 (a) (1-2):

(1) The board of directors is responsible for the proper exercise of fiduciary powers by the bank. All matters pertinent thereto, including the determination of policies, the investment and disposition of property held in fiduciary capacity, and the direction and review of the actions of all officers, employees, and committees utilized by the bank in the exercise of its fiduciary powers, are the responsibility of the board. In discharging this responsibility, the board of directors may assign, by action duly entered in the minutes, the administration of such of the bank's fiduciary powers as it may consider proper to assign to such director(s), officer(s), employee(s) or committee(s) as it may designate.

(2) No fiduciary account shall be accepted for the proper approval of the board, or of the director(s), officer(s), or committee(s) to whom the board may have designated the performance of that responsibility...

6. A Resolution Relating to Exercise of Fiduciary Powers was adopted by the Board of Directors at a meeting held April 21, 1980, at which time there was a quorum present; said resolution is still in full force and effect and has not been rescinded. Said resolution is attached hereto as Exhibit C and incorporated herein by reference.

7. A Resolution Relating to the Designation of Officers and Employees to Exercise Fiduciary Powers was adopted by the Trust Policy and Review Committee at a meeting held April 26, 1980, at which there was a quorum present; said resolution is still in full force and effect and has not been rescinded. Said resolution is attached hereto as Exhibit D and is incorporated herein by reference.

8. Attached hereto as Exhibit E and incorporated herein by reference, is a listing of facsimile signatures of persons authorized (herein "Authorized Signatory or Signatories") on behalf of the Association and its Trust Department to act in exercise of its fiduciary powers subject to the resolutions in Paragraphs 6 and 7, above.


9. The principal office of the First Security Bank of Utah, N.A., Trust Division and of its Departments, except for the Ogden, Utah, branch office, is located at 79 South Main Street, Salt Lake City, Utah 84111 and all records relating to fiduciary accounts are located at such principal office of the Trust Division or in storage facilities within Salt Lake County, Utah, except for those of the Ogden, Utah, branch office, which are located at said office.

10. There are no proceedings for the liquidation or dissolution of First Security Bank of Utah, National Association, in its individual capacity.

11. Each Authorized Signatory (i) is a duly elected or appointed, duly qualified officer or employee of the Association; (ii) holds the office or job title set forth below his or her name on the date hereof and has held such office or job title at all times since August 1, 1980; (iii) and the facsimile signature appearing opposite the name of each such officer or employee is a true replica of his or her signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Association this 24 day of September, 1980.

(SEAL)


Robert A. Hatch
Vice President and Trust Officer
Assistant Secretary

ARTICLES OF ASSOCIATION
OF
FIRST SECURITY BANK OF UTAH
NATIONAL ASSOCIATION
(As Amended)

FIRST. The title of this Association, which shall carry on the business of banking under the laws of the United States, shall be "First Security Bank of Utah, National Association."

SECOND. The place where the main banking house or office of this Association shall be located shall be Ogden, County of Weber, State of Utah. Its general business and its operations of discount and deposit shall also be carried on in said city, and the branch or branches established or maintained by it in accordance with the provisions or Section 36 of Title 12, United States Code.

THIRD. The Board of Directors of the consolidated association shall consist of not less than five (5) nor more than twenty-five (25) of its shareholders.

FOURTH. The regular annual meeting of the shareholders of this Association shall be held at its main banking house on the third Monday of January of each year, at which meeting a Board of Directors shall be elected; but, if no such election shall be held on that day, it may be held on any subsequent day, in accordance with the provisions of the banking laws of the United States.

FIFTH. The authorized amount of capital stock of this Association shall be twenty-seven million dollars (\$27,000,000.00), divided into 1,080,000 shares of common stock of the par value of Twenty-Five Dollars (\$25.00) each; but said capital stock may be increased or decreased from time to time, in accordance with the provision of the laws of the United States. In the event of an increase in said capital stock by the sale of additional shares thereof, each shareholder shall be entitled to subscribe for such additional shares in proportion to the number of shares of said capital stock owned by him before the stock is increased. The Board of Directors without the approval of the shareholders may authorize and issue debt obligations whether or not such obligations are subordinated to other obligations of the Bank.

SIXTH. (1) The Board of Directors shall appoint one of its members President of this Association. It shall also appoint a Chairman of the Board, and one or more Vice Chairmen. The Board of Directors shall have the power to appoint one or more Vice Presidents, at least one of whom shall also be a member of the Board of Directors, and who shall be authorized, in the absence of the President, to perform all acts and duties pertaining to the office of the President; to appoint a Cashier and such other officers and employees as may be required to transact the business of this Association; to fix the salaries to be paid to such officers and employees of this

Association, and to dismiss any of such officers or employees and appoint others to take their place.

(2) The Board of Directors shall have the power to define the duties of officers and employees of this Association and to require adequate bonds from them for the faithful performance of their duties; to make all By-Laws that may be lawful for the general regulation of the business of this Association and the management of its affairs, and generally to do and perform all acts that may be lawful for a Board of Directors to do and perform.

(3) Each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, estate or other enterprise or was acting in furtherance of the Association's business shall be indemnified against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, provided, however, no indemnification shall be given to a person adjudged guilty of, or liable for, willful misconduct, gross neglect of duty, or criminal acts. The termination of any action, suit or proceeding by judgment, order, settlement, or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association.

(4) Each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association (such action or suit being known as a "derivative proceeding") to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, estate or other enterprise shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(5) To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in (3) or (4) of this Article or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

(6) Any indemnification under (3) or (4) of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a reasonable determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in (3) or (4) of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by the stockholders.

(7) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in (6) of this Article upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

(8) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, successors in interest, and administrators of such a person.

(9) The Board of Directors shall have the power to change the location of the main office of this Association to any other place within the limits of Salt Lake City, Utah, without the approval of the shareholders of this Association but subject to the approval of the Comptroller of the Currency; and shall have the power to change the location of any branch of branches of this Association to any other location, without the approval of the shareholders of this Association but subject to the approval of the Comptroller of the Currency.

SEVENTH. This Association shall have succession from the date of its organization certificate until such time as it be dissolved by the act of its shareholders in accordance with the provisions of the banking laws of the United States, or until its franchise becomes

forfeited by reason of violation of law, or until terminated by either a general or a special act of Congress, or until its affairs be placed in the hands of a receiver and finally wound up by him.

EIGHTH. The Board of Directors of this Association, or any three or more shareholders owning, in the aggregate, not less than ten per centum of the stock of this Association, may call a special meeting of shareholders at any time: Provided, however, that unless otherwise provided by law, not less than ten days prior to the date fixed for any such meeting, a notice of the time, place and purpose of the meeting shall be given by first-class mail, postage prepaid, to all shareholders of record of this Association. These Articles of Association may be amended at any regular meeting of the shareholders by the affirmative vote of the shareholders owning at least a majority of the stock of this Association, subject to the provisions of the banking laws of the United States. The notice of any shareholders' meeting, at which an amendment to the Articles of Association is to be considered, shall be given as hereinabove set forth.

BY-LAWS OF THE FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

Organized under the National Banking laws of the United States.

MEETINGS

SECTION 1. Unless otherwise provided by the articles of association a notice of each shareholder's meeting, setting forth clearly the time, place and purpose of the meeting, shall be given, by mail, to each shareholder of record of this bank at least 10 days prior to the date of such meeting. Any failure to mail such notice, or any irregularity therein, shall not affect the validity of such meeting or of any of the proceedings thereat.

SECTION 2. A record shall be made of the shareholders represented in person and by proxy, after which the shareholders shall proceed to the transaction of any business that may properly come before the meeting. A record of the shareholders' meeting, giving the names of the shareholders present and the number of shares of stock held by each, the names of the shareholders represented by proxy and the number of shares held by each, and the names of the proxies, shall be entered in the records of the meeting in the minute book of the bank. This record shall show the names of the shareholders and the number of shares voted for each resolution or voted for each candidate for director.

Proxies shall be secured for the annual meeting alone, shall be dated, and shall be filed with the records of the meeting. No officer, director, employee, or attorney for the bank may act as proxy.

The chairman or secretary of the meeting shall notify the directors-elect of their election and of the time at which they are required to meet at the banking house for the purpose of organizing the new board. At the appointed time, which as closely as possible shall follow their election, the director-elect shall convene and organize.

The president or cashier shall then forward to the office of the Comptroller of the Currency a letter stating that a meeting of the shareholders was held in accordance with these by-laws, stating the number of shares represented in person and the number of shares represented by proxy, together with a list of the directors elected and the report of the appointment and signatures of officers.

OFFICERS

SECTION 3. Each officer and employee of this bank shall be responsible for all such moneys, funds, valuables, and property of every kind as may be entrusted to his care or otherwise come into his possession, and shall faithfully and honestly discharge his duties and apply and account for all such moneys, funds, valuables and other property that may come into his hands as such officer or employee and

pay over and deliver the same to the order of the board of directors or to such person or persons as may be authorized to demand and receive same.

SECTION 4. If the board of directors shall not require separate bonds, it shall require a blanket bond in an amount deemed by it to be sufficient.

SECTION 5. The following is an impression of the seal adopted by the board of directors of this bank: (Here in the original resolution was imprinted the Association's seal).

SECTION 6. The various branches of this bank shall be open for business during such hours as shall be customary in the vicinity, or as shall be fixed, as to any branch, by the clearing house association of which such branch shall be a member.

SECTION 7. The regular meeting of the board of directors shall be held on the first Wednesday after the first Tuesday of each month. When any regular meeting of the board of directors falls upon a holiday, the meeting shall be held on such other day as the board may previously designate. Special meetings may be called by the president, any vice-president, the secretary or the cashier, or at the request of three or more directors.

MINUTE BOOK

SECTION 8. The organization papers of this bank, the returns of the judges of the elections, the proceedings of all regular and special meetings of the directors and of the shareholders, the by-laws and any amendments thereto, and reports of the committees of directors shall be recorded in the minute book; and the minutes of each meeting shall be signed by the chairman and attested by the secretary of the meeting.

TRANSFERS OF STOCK

SECTION 9. The stock of this bank shall be assignable and transferable only on the books of this bank, subject to the restrictions and provisions of the national banking laws; and a transfer book shall be provided in which all assignments and transfers of stock shall be made.

SECTION 10. Certificates of stock, signed by the president or vice-president, and the secretary or the cashier or an assistant cashier, may be issued to shareholders, and when stock is transferred the certificates thereof shall be returned to the association, cancelled, preserved, and new certificates issued. Certificates of stock shall state upon the face thereof that the stock is transferable only upon the books of the association, and shall meet the requirements of section 5139, United States Revised Statutes, as amended.

EXPENSES

SECTION 11. All the current expenses of the bank shall be paid by the cashier, except that the current expenses of each branch shall be paid by the manager thereof; and such officer shall, every six months, or more often if required, make to the board a report thereof.

EXAMINATIONS

SECTION 12. There shall be appointed by the board of directors a committee of three members, exclusive of the active officers of the bank, whose duty it shall be to examine, at least once in each period of eighteen months, the affairs of each branch as well as the head office of the association, count its cash, and compare its assets and liabilities with the accounts of the general ledgers, ascertain whether the accounts are correctly kept and that the condition of the bank corresponds therewith, and whether the bank is in a sound and solvent condition, and to recommend to the board such changes in the manner of doing business, etc., as shall seem to be desirable, the result of which examination shall be reported in writing to the board at the next regular meeting thereafter, provided that the appointment of such committee and the examinations by it may be dispensed with if the board shall cause such examination to be made and reported to the board by accountants approved by it.

CHANGES IN BY-LAWS

SECTION 13. These by-laws may be changed or amended by the vote of a majority of the directors at any regular or special meeting of the board, provided, however, that the directors shall have been given 10 days' notice of the intention to change or offer an amendment thereto.

REPEAL

SECTION 14. All by-laws heretofore adopted are repealed.

RESOLUTION RELATING TO EXERCISE OF
FIDUCIARY POWERS

WHEREAS, Regulation 9 of the Comptroller of the Currency provides that the Board of Directors is responsible for the proper exercise of fiduciary powers by this Bank; and

WHEREAS, the aforesaid Regulation 9 further provides that in discharging this responsibility, the Board of Directors may assign by action duly entered in the minutes, the administration of such of the Bank's fiduciary powers as it may consider proper to assign to such directors, officers, employees or committees as it may designate; and

WHEREAS, it is the desire of the Board of Directors to assign the administration of the Bank's fiduciary powers as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED as follows:

Article I. Trust Committees

There shall be the following Trust Committees whose members shall be appointed annually by the Board of Directors who may also appoint alternates to serve in the absence of a committee member.

1. Trust Investment Committee: This committee shall consist of not less than five, nor more than nine, members. The committee shall:

- a. Review economic and financial conditions and approve a list of securities for purchase by trust accounts generally, and recommend guidelines for policy and investment to the Trust Policy and Review Committee.
- b. Review the minutes of the Trust Policy and Review Committee and consider matters referred to it by such committee.
- c. Maintain separate minutes of its meetings by designating a secretary for such purpose to prepare the same and make such minutes available for inspection to the Directors Examining Committee, their agents, and such others as may lawfully require their production.

2. Directors Examining Committee This committee will consist of three directors of the Bank, who shall not be active officers of the Trust Division or serve on Trust Division Committees. This committee will assume responsibility, subject to the Board of Directors, for the conduct of such audits of the Trust Division as may from time to time be required by Regulation 9 of the Comptroller of the Currency.

3. Trust Policy and Review Committee: This committee shall consist of not less than five nor more than seven officers of the Bank and such additional persons, not officers or directors, as the Board of Directors may choose to appoint. In addition, the Chairman of the Board of First Security Corporation, the President of First Security Corporation, and the President of this Bank, shall be ex-officio members of the committee. Ex-officio members of the committee shall not be counted in determining the presence or absence of a quorum. The committee shall be responsible for the general management of the Trust Division, and shall establish general policies and procedures for the administration of the Division and for the investment of trust funds consistent with the guidelines provided by the Trust Investment Committee. In addition, the duties of this committee shall include:

- a. A review, at least once during every calendar year, and within 15 months of the last review of all fiduciary accounts with a market value in excess of \$500,000 where the Bank has investment responsibilities.
- b. Approval of participations in and withdrawals of participations from all Common Trust Funds insofar as the plans of such funds require committee approval. The committee shall also determine the value of units of participation in the funds as of valuation dates to be established by the committee if such committee action is required under the plan creating the fund.
- c. Delegation to officers and employees of the Division of responsibilities for the proper function of the Division.
- d. Consideration of matters referred to the committee by Officers Trust Committees or individual officers, including litigation, tax settlements, large discretionary disbursements, and investment of trust funds.
- e. Review the minutes of and supervise the Officers Trust Committees of the various offices of the Trust Division.

f. Approve the sales of real estate.

4. Officers Trust Committees: There shall be at each office of the Trust Division a committee of not less than three nor more than nine officers. The authority of these committees shall be limited to accounts at their respective offices and their duties shall include:

- a. A review, at least once during every calendar year, and within 15 months of the last review of all fiduciary accounts with a market value of \$500,000 or less where the Bank has investment responsibilities.
- b. Approval of discretionary disbursements in excess of \$2,500.00.
- c. Consideration of matters referred by Trust Division and other officers.
- d. Provide the Trust Policy and Review Committee with recommendations and supporting information with regard to any action they propose such committee should take.

Article II. Investment of Trust Funds.

1. Within general policies established by the Trust Policy and Review Committee, investments in securities may be made for any account where the Bank has investment responsibility with the written approval of two or more officers, at least one of whom must be an Executive Vice President, Senior Vice President, or Vice President of the Trust or Investment Divisions. Sales of securities from any account must be made with similar written approval.

2. In accordance with general policies established by the Trust Policy and Review Committee, any officer of the Trust Division may make the following investments;

- a. Deposits to or withdrawals from savings accounts including insured savings and loan accounts, provided the amount on deposit is covered by insurance.
- b. Investments and withdrawals from Common Trust Funds of the Bank, except where the plan of such Common Trust Fund requires approval of a committee.
- c. Deposits to or withdrawals from any pooled investment fund established by the Policy and Review Committee with any commercial finance company.

3. United States Savings Bonds may be redeemed or purchased for any account where the Bank has investment responsibility on the direction of or approval by any officer of the Trust Division.

4. Investment matters may be referred to the Policy and Review Committee as hereinabove provided.

Article III. Discretionary Disbursements

1. Discretionary disbursements not more than \$300.00 may be made by any officer of the Trust Division.

2. Discretionary disbursements in excess of \$300.00, but not more than \$1,000.00, may be made with the written approval of any Vice President or Trust Officer of the Trust Division, and of not more than \$2,500.00 with the written approval of a Senior Vice President or Vice President of the Trust Division.

3. Discretionary disbursements in excess of \$2,500.00 shall be approved by the Officers Trust Committee at the office where the account is administered.

Article IV. Acceptance and Closing of Accounts.

1. No fiduciary account, other than corporate trusts or agency accounts, shall be accepted without: (i) the prior written approval of two officers of the Trust Division, at least one of whom must be at least a Vice President; and (ii) compliance with such further requirements as may be stipulated from time to time by resolution of the Trust Policy and Review Committee.

2. No corporate trust or agency account shall be accepted without: (i) the approval of the Trust Policy and Review Committee; and (ii) compliance with such further requirements as may be stipulated from time to time by resolution of the Trust Policy and Review Committee.

3. The relinquishment or closing out of accounts shall be approved in writing by an officer of the Trust Division.

Article V. General Delegation of Authority

1. The Trust Policy and Review Committee shall by resolution designate which of the Trust Division officers and employees may execute trust agreements, declarations of trust, petitions, accounts, and other similar documents, may sign drafts drawn on or checks issued by the Trust Division, may countersign stock certificates and bonds in the performance of its duties as transfer agent or may receive moneys, stocks, bonds, and other securities and bonds, and other securities and property, and issue receipts of this Bank therefor, and may execute and deliver in the name and on behalf of this Bank all contracts, assignments and conveyances of every nature and kind whatsoever and other similar documents necessary or convenient for this Bank to execute in performance of its duties as such fiduciary.

2. Securities registered in the name of a nominee of the Trust Division may be assigned by imprinting thereon a facsimile of the partnership name, followed by a signature guarantee by a member of the partnership or by an individual authorized by the partnership to so guarantee the facsimile assignment by the partnership.

3. The Trust Policy and Review Committee may employ such agents, consultants, co-fiduciaries, and attorneys as it deems prudent and necessary or convenient to assist this Bank in the performance of its duties as a fiduciary. The Trust Policy and Review Committee may also delegate to such agents, consultants, co-fiduciaries, and attorneys such authority as shall be necessary for the due performance of their duties in respect of the bank's exercise of its fiduciary powers. The Trust Policy and Review Committee may further delegate the authority to employ agents, consultants, co-fiduciaries, and attorneys to assist this

Bank in the performance of its duties as a fiduciary to such officers as it shall deem prudent and necessary or convenient. Any agent, consultant, co-fiduciary, or attorney so employed pursuant to this Section will only: (i) perform its duties under the guidance and supervision of the Trust Policy and Review Committee or the officer employing such agent, consultant, co-fiduciary or attorney; and (ii) only be employed to perform such duties as are at that time consistent with Regulation 9, as amended, issued by the Comptroller of the Currency.

Article VI. Custody of Securities

1. Securities held in fiduciary accounts shall be in the custody of the Securities Custody Department of the Bank, but shall be kept separate from the assets of the Bank.

2. Such securities shall be in the joint custody or control of not less than two officers or employees of the Bank designated for that purpose by the Trust Policy and Review Committee.

3. Securities may be placed in safekeeping with a national depository or correspondent bank, subject to the direction of two or more officers or employees of this Bank designated by the Trust Policy and Review Committee.

Article VII. Prior Resolutions, Effective Date

1. All resolutions heretofore adopted by the Board of Directors relating to the exercise of fiduciary powers are hereby revoked.

2. This resolution shall take effect April 21, 1980.

RESOLUTION RELATING TO
DESIGNATION OF OFFICERS
AND EMPLOYEES
OF THE CORPORATE TRUST DEPARTMENT
AS AUTHORIZED SIGNATORIES

WHEREAS, on April 21, 1980, the Board of Directors of First Security Bank of Utah, N.A. passed a Resolution relating to exercise of the fiduciary powers; and

WHEREAS, such resolution provides for the establishment of a Trust Policy and Review Committee, and stipulates that said committee shall have the duty to delegate responsibility for the proper functioning of the Trust Division to officers and employees of the Division; and

WHEREAS, it is deemed proper that the authority to sign documents on behalf of the Bank should be delegated to specified officers and employees of the Trust Division,

NOW THEREFORE, BE IT RESOLVED by the Trust Policy and Review Committee:

1. Subject to the provisions of the Resolution Relating to Exercise of Fiduciary Powers and to applicable law and regulation there are hereby established the following categories of instruments for the purpose of specifying signatory authority among officers and employees of the Corporate Trust Department and certain officers of the Trust Division:

- a. General authority to sign all instruments of every nature and kind necessary or convenient for this Bank to execute in the performance of its duties as a fiduciary.
- b. Certificates or notes evidencing indebtedness secured by, or beneficial interest in, trust properties.
- c. Instruments accepting appointments of this Bank as a fiduciary.
- d. Deeds, assignments, contracts, endorsements or other similar instruments conveying, pledging or encumbering trust property; powers of attorney; instruments appointing counsel or other agents; and

releases of lien or other
acquittances.

- e. Checks, drafts, and requisitions for disbursements.
- f. Certificates of all kinds, attestations, authentications, countersignatures.
- g. Orders for purchase or sale of securities.
- h. General Ledger debit approvals, intra-bank and intra-system transfers.
- i. Withdrawals from savings deposits.
- j. Tax returns.
- k. Reports to government agencies and court petitions.
- l. Receipts for property.

2. Attached hereto as Exhibit A is a listing of employees and officers of the Corporate Trust Department of the Trust Division and certain officers of the Trust Division together with the categories of instruments with respect to which they have signatory authority.

- 3. This resolution shall take effect as of April 21, 1980.

Adopted April 26, 1980.

EXHIBIT A

<u>Name</u>	<u>Categories</u>
Robert S. Clark	a
Fuchia B. (Connie) Eichers	c - k inclusive
John R. Sager	c - k inclusive
Randy R. Marchant	c - k inclusive
R. D. Schutjer	c-d, f-k inclusive
Chris Babbitt	j, k
Deborah Southam	k
Thomas C. Cuthbert	a
M. Eugene Bridges	a
Robert A. Hatch	a
J. Tracy Walker	b-d, f-k inclusive

FACSIMILE SIGNATURES OF AUTHORIZED SIGNATORIES

THOMAS C. CUTHBERT

Senior Vice President
and Trust Officer,
Chairman of Trust Policy
and Review Committee, &
Manager, Trust Division
Will Sign



M. EUGENE BRIDGES

Vice President and Trust Officer
Manager, Trust Services Department
Secretary of Trust Policy and
Review Committee
Will Sign



ROBERT S. CLARK

Vice President and Trust Officer
Manager, Corporate Trust Department
Member, Trust Policy
and Review Committee
Will Sign



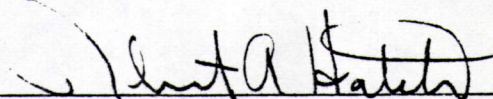
FUCHIA B. EICHERS

Trust Officer
Will Sign



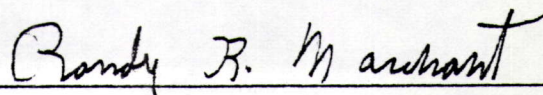
ROBERT A. HATCH

Vice President and Trust Officer
Assistant Secretary of the
Board of Directors
Manager, Personal Trust Department
Member, Trust Policy
and Review Committee
Will Sign



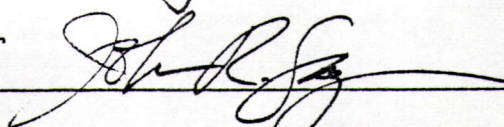
RANDY R. MARCHANT

Corporate Trust Counsel
Will Sign



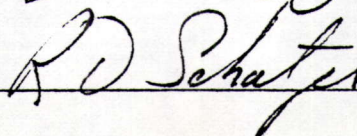
JOHN R. SAGER

Assistant Trust Officer
Will Sign



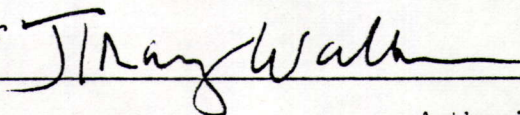
R. D. SCHUTJER

Trust Administrator
Will Sign



J. TRACY WALKER

Personal Trust Counsel
Assistant Trust Officer
Will Sign



Authorized Signatories



First Security Bank of Utah

NATIONAL ASSOCIATION
MEMBER FIRST SECURITY CORPORATION SYSTEM OF BANKS

TRUST DIVISION
POST OFFICE BOX 30007, 79 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84125

TRUST POLICY AND REVIEW COMMITTEE CERTIFICATE

I, Thomas C. Cuthbert, hereby certify that I am a member of the Trust Policy and Review Committee of First Security Bank of Utah, National Association, and further certify that the following is a full, true and correct copy of a resolution adopted by the Trust Policy and Review Committee at a meeting held Friday, September 12, 1980, at which there was a quorum present:

"The Committee approved the acceptance by the Bank of an appointment to act as Escrow Agent pursuant to an Escrow Agreement under which Rio Algom Corporation and the State of Utah Department of Natural Resources, Board of Oil, Gas and Mining will be Escrowees. The Escrow will survive five (5) years and will hold up to approximately twenty-five thousand dollars (\$25,000.00) in cash and other assets."

I further certify that such resolution is still in full force and effect and has not been rescinded nor modified in any way.

Dated this 24th day of September, 1980.

Thomas C. Cuthbert, Member
Trust Policy and Review Committee

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
BOARD OF OIL, GAS, AND MINING
1588 West North Temple
Salt Lake City, Utah 84116

ESCROW AGREEMENT

AGREEMENT made this 25th day of September, 1980, between the Board of Oil, Gas, and Mining, hereinafter called the Board, and Rio Algom Corporation, a Delaware Corporation, hereinafter called the Operator, and First Security Bank of Utah, N.A., a Utah Corporation located at Salt Lake City, Utah, hereinafter called the ESCROW AGENT.

WHEREAS, the Board and the Operator have entered into a Mined Land Reclamation Agreement dated the 1st day of October, 1980 (hereinafter referred to as the Reclamation Agreement), upon terms and conditions therein set forth.

WHEREAS, the Operator desires to execute an Escrow Agreement in lieu of furnishing a Bond or other form of surety for the purpose of meeting the requirements of Section 40-8-14, U.C.A., 1953.

IT IS THEREFORE AGREED:

1. Deposit of Escrow Funds

Commencing on the 1st day of October, 1980, and on the same date annually thereafter, the Escrow Agent agrees to accept and the Operator agrees to deposit Three Thousand Six Hundred and Seventy-Six Dollars (\$3,676.00) in what will hereinafter be referred to as the Escrow Fund, until such time as the said Escrow Fund contains, including interest earned, Twenty-Five Thousand, and no/100 Dollars (\$25,000.00), or such lesser amount provided for in Paragraphs 4 and 6 of the Reclamation Agreement. The cumulative amount, including the current deposit and interest earned, which shall be in the Escrow Fund on the first day of October, in each year shall be as shown in Schedule "A" attached hereto. The said schedule for calculations is based on the assumption that the Escrow Fund will earn income at the rate of 5% annually. If the income earning experience of the Escrow Fund is less than sufficient to equal the annual value shown

in the attached Schedule "A" in any particular year, then the Operator agrees to increase the amount of the deposit for that year so that the value of the Escrow Fund, after crediting the deposit, will be the amount shown in the attached schedule for the appropriate year. Deposits shall continue to be made to the Escrow Fund for five (5) years or until such time as the total amount in the Escrow Fund is Twenty-Five Thousand, and no/100 Dollars (\$25,000.00) or such lesser amount provided for in paragraphs 4 and 6 of the Reclamation Agreement, whichever shall first occur.

2. Depository of Escrow Fund

The Fund shall be held by the Escrow Agent in an interest bearing account separate and apart from the personal funds of the Escrow Agent until such time as the Escrow Agent receives written direction with respect to the final disbursement of said Fund, together with interest earned thereby, signed by both the Board and the Operator. The Escrow Fund or any part thereof may be invested in Treasury Bills, Notes or Bonds issued by the U.S. Government or its agencies, or by any state and in Bonds or Commercial Paper issued by corporations, banks, and utilities which have a Single A or higher bond rating from either Standard and Poor's Corporation or Moody's. The Operator is hereby authorized to instruct and direct the Escrow Agent with respect to investment of monies in the Escrow Fund within the limits set forth immediately hereinabove.

Any cash balances in the Escrow Fund resulting from contributions, earned interest or proceeds from sale, maturity or other repayment of any investment will be deposited in an interest bearing account for the benefit of the Escrow Fund.

3. Disputes

In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with any money or property involved herein or affected hereby, the Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing, the Escrow Agent shall not become liable to the undersigned or any of them or to any other person for failure or refusal to comply with such conflicting or adverse demands and the Escrow Agent shall be entitled to continue to refrain and refuse to act until:

- (a) subject to paragraph 8 below, the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties, the money and property involved herein or affected hereby; and/or
- (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing signed by all of the interested parties.

4. Escrow Agent Provisions

The Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by him in good faith, or for any mistake of fact or law or for anything which he may do or refrain from doing in connection herewith, except his own willful misconduct.

The Operator agrees to pay the Escrow Agent compensation for its services hereunder, which compensation shall be (see day of October attached Schedule "B") at the time of acceptance and (see day of October attached Schedule "B") annually thereafter and agrees to reimburse the Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by the Escrow Agent in performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel). Escrow Agent is hereby granted a first lien for all such reasonable expenses, disbursements and advances on all property and monies held in the Escrow Fund and shall be under no obligation to deliver any of said property or monies until by Counsel such lien is discharged, anything herein contained to the contrary notwithstanding.

The Escrow Agent does not have and will not have any interest in the securities, or any of them, deposited hereunder, except for its first lien securing payment of its fees, but is serving only as escrow holder and has only possession thereof. The Operator agrees to pay all transfer taxes relating to the securities and any of them and agrees to reimburse, indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of transfer taxes. The immediately preceding agreement survives, despite any termination of this Escrow Agreement or the resignation or removal of the Escrow Agent.

5. This Agreement shall be construed and enforced according to the laws of the State of Utah.

The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon the heirs, administrators, successors, representatives and assigns of the Escrow Agent and all parties to this Agreement.

All notices, instructions or other communications among the parties hereto will be in writing and addressed as follows:

TO THE BOARD:

State of Utah
Department of Natural Resources
Board of Oil, Gas, and Mining
1588 West North Temple
Salt Lake City, Utah 84116

TO THE OPERATOR:

Rio Algom Corporation
P.O. Box 610
Moab, Utah 84532

TO THE ESCROW AGENT:

First Security Bank of Utah, N.A.
Trust Division
Corporate Trust Department
79 South Main Street
Suite 310
Salt Lake City, Utah 84111

6. Accounting

On or before the 1st day of October of each year, the Escrow Agent shall provide to Board and to Operator a yearly statement showing the beginning and ending balance and all transactions taking place during the preceding year.

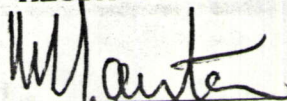
7. This Agreement may not be altered or modified without the express written consent of the Operator, the Board and the Escrow Agent.

8. Any Court Order delivered to the Escrow Agent will be accompanied by a legal opinion by Counsel for the presenting party to the effect that the Court Order is final and unappealable.

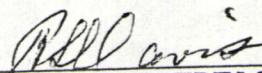
9. The Escrow Fund shall be from time to time disbursed, in whole or in part, by the Escrow Agent only upon, and in strict accordance with, written instructions signed by both the Board and the Operator as provided for in the Reclamation Agreement.

IN WITNESS WHEREOF, the parties hereto have respectively set their hands and seals as of the 25th day of September 1980.

RIO ALGOM CORPORATION

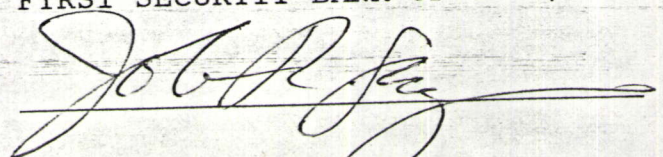


PRESIDENT

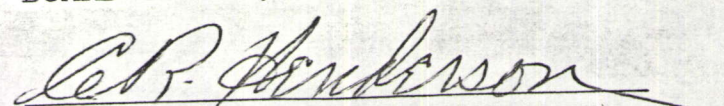


ASSISTANT TREASURER

FIRST SECURITY BANK OF UTAH, N.A.



BOARD OF OIL, GAS, AND MINING



C.R. Henderson

STATE OF UTAH)
) ss.
COUNTY OF)

On this 19 day of SEPTEMBER, 1980, personally appeared before me M. D. Lawton, who being by me duly sworn did say that he is the President of Rio Algom Corporation, a Utah, N.A., a National Association Corporation Delaware Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said M. D. Lawton acknowledged to me that said corporation executed the same.

William B. Hansen
NOTARY PUBLIC
Residing in San Juan County, Utah

My Commission Expires:
August 1, 1984

ACKNOWLEDGEMENT

Approved as to Form:

First Security Bank of Utah, N.A., the Escrow Agent named in the foregoing Agreement hereby acknowledges that there is on deposit at First Security Bank of Utah, N.A., deposited to the credit of Rio Algom Corporation, Operator named in the foregoing Agreement, in the sum of \$ _____ said sum constituting the first installment of the Escrow Fund; that it is aware of the within agreement, that it agrees to make disbursement of the proceeds of the within named trust account only within the provisions of the terms as outlined in said agreement.

FIRST SECURITY BANK OF UTAH, N.A.

By _____
_____(Title)

STATE OF UTAH)
) ss.
COUNTY OF)

On this 24th day of September, 1980, personally appeared before me John R. Sager, who being by me duly sworn did say that he is the Assistant Trust Officer of First Security Bank of Utah, N.A., a National Association Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John R. Sager, acknowledged to me that said corporation executed the same.

Randy R. Marnett
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

2-8-82

Approved as to Form:

Denise A. Drago
Assistant Attorney General

SCHEDULE A

RIO ALGOM CORPORATION

VALUE OF ESCROW FUND

CONSISTING OF \$3,676 ANNUAL DEPOSIT
WITH INTEREST AT 5 PERCENT PER ANNUM

<u>Year</u>	<u>Value</u>
1980	\$ 3,676
1981	7,535
1982	11,588
1983	15,844
1984	20,312
1985	25,000

NOTE: Annual Deposit made in years 1980 through 1985, inclusive

SCHEDULE B

FEE SCHEDULE

1. Document Review and Account Setup	\$350.00
2. Annual Account Maintenance Charge	\$300.00
3. Disbursement Charge, Per Payee	\$ 5.00
4. Investment Charge, Per Investment	
i) Deposit or Withdrawal from Savings	\$ 15.00
ii) Purchase or Sale of Obligations of the United States Government or its Agencies or of any State	\$ 35.00
iii) Purchase or Sale of Commercial Paper or Corporate Bonds	\$ 25.00
5. Statement of Charge, each Statement in addition to Annual	\$ 25.00

This Fee Schedule shall be adjusted yearly for inflation as measured by the cost of services index published by the Bureau of Labor Statistics as part of the Consumer Price Index under the heading, "Commodity and Service Groups," or the successor to such index.